

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM:**March 2016**

CONSIDERATION TO DISCIPLINE THE LICENSE TO TEACH
OF ANDRE L. FRAZIER, CASE # HR 15-036

STATUTORY AUTHORITY:

Section 168.071, RSMo

☐Consent
Item☒Action
Item☐Report
Item**DEPARTMENT GOAL NO. 3:**

Missouri will prepare, develop, and support effective educators.

SUMMARY:

On February 4, 2016, a Joint Motion for Consent Order, Agreed Settlement, and Dismissal of Hearing Before the Missouri State Board of Education (Joint Motion) was received. The parties have agreed that this Joint Motion should be submitted to the State Board of Education for consideration.

PRESENTER:

William R. Thornton, General Counsel, will participate in the presentation and discussion of this agenda item.

RECOMMENDATION:

It is recommended that the State Board of Education accept the agreed settlement and take no action against Andre L. Frazier's teaching certificate pursuant to its authority under Mo. Rev. Stat. §168.071 (Supp. 2014).

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FEB 04 2016

Missouri Department of
Elementary & Secondary Education

**BEFORE THE
MISSOURI STATE BOARD OF EDUCATION**

**MISSOURI DEPARTMENT OF
ELEMENTARY
AND SECONDARY EDUCATION**

Petitioner,

v.

ANDRE L. FRAZIER

Respondent.

No. HR 15-036

**JOINT MOTION FOR CONSENT ORDER, AGREED SETTLEMENT, AND
DISMISSAL OF HEARING BEFORE THE MISSOURI STATE BOARD OF
EDUCATION**

Respondent, Andre L. Frazier ("Frazier"), and Petitioner, Missouri Department of Elementary and Secondary Education ("DESE"), enter into this Joint Motion for Consent Order, Agreed Settlement, and Dismissal of Hearing Before the Missouri State Board of Education, ("Agreed Settlement") for the purpose of resolving the Complaint, attached hereto, against Respondent in the abovecaptioned case. Pursuant to the rules governing practice and procedure before the Missouri State Board of Education ("State Board") (5 CSR 80800.300(8)), the parties move for a consent order for dismissal of the abovestyled case by the State Board, under § 168.071, RSMo.¹ The parties

¹All statutory citations are to RSMo 2000, as supplemented, unless otherwise noted.

jointly stipulate and agree that a final disposition of the abovementioned matter may be effectuated as described below.

Frazier agrees to abide by the terms of this document as they pertain to him.

The parties stipulate and agree that this document is the joint work product of the parties. The parties stipulate and agree that this document embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein. The parties declare and represent that no promise, inducement, or agreement not herein expressed has been made. Frazier and DESE jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to 5 CSR 80800.300(8).

Frazier understands that DESE and/or the State Board may take, or participate in, further action against Frazier based on facts or conduct not specifically mentioned in this document, or the complaint which initiated the above styled case, that may be discovered by DESE and/or the State Board. No further disciplinary action, may be taken against Frazier if the basis for the disciplinary action relates to, or is set forth in, DESE's complaint, attached hereto.

Jointly Agreed Upon Settlement

Based on the foregoing, the parties mutually agree and stipulate to the resolution of this matter pursuant to § 168.071.11, RSMo, as follows:




1. Upon the State Board's approval of this Agreed Settlement and its issuance of a consent order, Frazier's Missouri Certificates of license to teach shall not be disciplined.
2. All references to discipline of or pending discipline of Frazier's certificates related specifically to the allegations contained in the above-styled case will be removed from all publically accessible databases maintained by DESE.
3. Each party agrees to pay its own fees and expenses incurred as a result of this case, its litigation, and its settlement.
4. Specifically, Frazier agrees not to seek attorney's fees from DESE or the State Board.
5. The terms of this Agreed Settlement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Agreed Settlement nor any of its provisions may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

6. The parties to this Agreed Settlement understand that the State Board will maintain this Agreed Settlement as an open record as required by Chapters 168 and 610, RSMo, as amended.

7. Frazier, together with his family, heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit and forever discharge DESE and the State Board, its respective officers, directors, members, employees, agents, board members, and attorneys, including former officers, directors, members, employees, agents, board members, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, expenses, and compensation, arising from the facts and allegations of this case including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to the investigation of this matter, the referral of this matter for action by the Attorney General, the litigation of this matter, or the negotiation or execution of this Agreed Settlement. Frazier acknowledges that this paragraph is severable from the remaining portions of the Agreed Settlement in that it survives in perpetuity even

in the event that any court or administrative tribunal deems this Agreed Settlement or any portion thereof void or unenforceable.

8. Frazier and DESE jointly request that the State Board approve this Agreed Settlement. This Agreed Settlement shall go into effect on the date the State Board issues a consent order approving this Agreed Settlement and dismisses the above-styled case.

RESPONDENT	CHRIS KOSTER Attorney General
<p>_____ Andre L. Frazier Date 1/29/16  Newman, Comley, & Ruth  2/1/16 _____ Nicole Sublett #51728 601 Monroe Street, Suite 301, P.O. Box 537 Jefferson City, Missouri 65102 Telephone: (573) 634-2266 Fax: (573) 636-3306 E-mail: Niki.S@ncrpc.com Attorneys for Respondent</p>	<p>_____  _____ Ross A. Brown Assistant Attorney General Missouri Bar No. 62771 Supreme Court Building 207 West High St. P.O. Box 899 Jefferson City, MO 65102 Telephone: 573-751-4087 Facsimile: 5737515660 Email: Ross.Brown@ago.mo.gov Attorneys for Petitioner</p>

VERIFICATION

STATE OF MISSOURI

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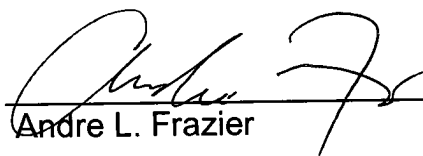
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COUNTY OF JACKSON

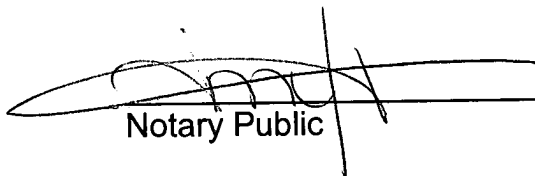
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I, ANDRE FRAZIER, of lawful age and being first duly sworn upon my oath, state that I have read the foregoing Joint Motion for Consent Order, Agreed Settlement, and Dismissal of Hearing before the Missouri State Board of Education, and that the information therein is true and correct, according to the best of my knowledge, information, and belief and that I have signed the Joint Motion for Consent Order, Agreed Settlement, and Waiver of Hearing before the Missouri State Board of Education.


Andre L. Frazier

The foregoing document was subscribed and sworn to before me, this
29 day of Jan, 2016.


Notary Public

My commission expires:

